

SECURITY AGREEMENT

_____, a corporation duly organized and validly existing under the laws of the State of North Carolina (hereinafter called "Debtor") and Atlantic Broadcasting, Inc., a corporation duly organized and validly existing under the laws of the State of North Carolina (hereinafter called "Secured Party"), agree as follows:

1. Debtor hereby grants to Secured Party a continuing security interest in all personal property now owned or hereafter acquired by Debtor, and in the proceeds thereof (hereinafter called the "Collateral"), including but not limited to all equipment, antennas and antenna towers, wiring, electronic and electrical apparatus, vehicles, structures, and other tangible property constituting or used in connection with the operation of FM Broadcast Station WKZF(FM), Bayboro, North Carolina, together with all equipment and tangible property hereafter acquired by said Debtor, and all additions and accessions thereto (hereinafter called the "Station").

2. This security interest is given to secure the payment and performance of the indebtedness and obligations set forth in the underlying Contract for Sale of November ____, 1991 (hereinafter "Agreement"); and certain Promissory Notes of even date herewith to Secured Party in the amount of One Hundred Thousand Dollars (\$100,000.00) and Forty Thousand Dollars (\$40,000.00), and assumed promissory notes to Spartan Broadcasting, Inc., dated _____ in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) and to Ronald Latimer dated June 1,

/s/ 12/12/91

2.

1991 in the amount of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) (hereinafter "Notes"), said Agreement and Notes being hereby incorporated by reference as fully as is set out herein and all other obligations and liabilities of Debtor to Secured Party now existing or hereafter arising (hereinafter collectively called the "Obligations").

3. Debtor expressly warrants and covenants:

(a) That except for the security interest granted hereby and a superior security interest granted to Spartan Broadcasting, Inc., Debtor is, or to the extent that the Collateral is acquired after the date hereof, will be the sole owner of the Collateral, free from any lien, encumbrance or security interest and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) That the Collateral will be kept at the place where the Debtor operates its business and shall not be moved unless written consent is first obtained from the Secured Party.

(c) That other than a Financing Statement to Spartan Broadcasting, Inc., no Financing Statement covering said Collateral or any proceeds thereof is on file in any public office; that at the request of Secured Party, Debtor will join with Secured Party in executing one or more Financing Statements pursuant to the Uniform Commercial Code in effect in South Carolina in form satisfactory to Secured Party and will pay the cost of filing the same in all public offices whenever filing is deemed by Secured Party to be necessary or desirable.

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(d) That Debtor will not sell or otherwise transfer the Collateral or any interest therein unless such Collateral is replaced by property of at least equal value, which property shall be Collateral within the meaning of this Agreement, and Debtor will not permit any other lien or security interest to be attached to the Collateral without the written consent of the Secured Party.

(e) Debtor will keep the Collateral insured by a financially sound and reputable insurer for the full term (ten (10) years) of Debtor's obligation against loss or damage by fire, explosion and hazards insured against by extended coverage insurance in amounts sufficient to prevent Debtor from becoming a co-insurer and not in any event less than the full insurable value of the property insured or such lesser amount as may be satisfactory to Secured Party. All insurance policies maintained by Debtor pursuant hereto shall: (i) name Secured Party as the second loss payee; (ii) provide for payment of loss jointly to Secured Party and Debtor; (iii) provide that losses payable to Secured party shall be payable notwithstanding any act of negligence of Debtor; and (iv) provide no cancellation or material modification or amendment thereof shall be effective until at least thirty (30) days after receipt by Secured Party of written notice thereof. Debtor shall deliver to Secured Party at the closing of the sale of the originals of the policies or renewal policies, as the case may be, required hereby, bearing notations evidencing the payment of all premiums.

(f) Should Debtor purchase or lease alternative premises for the transmitter and/or studio of Station, Secured Party

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shall be immediately informed to that effect in writing and Debtor shall promptly give Secured Party a security interest in such premises reasonably acceptable to Secured Party, it being the intent of this Agreement that Secured Party shall, at all times prior to obtainment of payment in full of the Obligations secured hereby, have a second security interest on all property owned by Debtor and used from time to time in the operation of Station.

(g) Debtor will keep the Collateral in good order and repair, will not waste or destroy the Collateral or any part thereof, and will keep the Collateral free and clear from any adverse lien, security interest, or encumbrance, including any which may exist on after-acquired personal property.

(h) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation. At its option, Secured Party may discharge taxes, liens, other security interests or any other encumbrances at any time levied or placed on the collateral and may pay for insurance on Collateral and for the maintenance and preservation of the Collateral. Debtor shall reimburse Secured Party on demand for any payment made or any expenses incurred by Secured Party pursuant to the foregoing authorization. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement or any policy of insurance thereon.

(i) Debtor will at its own expense, take all action for the securing of the Obligations under this Security Agreement and will execute and deliver, file and record, and refile and rerecord

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such financing statements and other instruments, including supplemental agreements, as may be required to preserve and protect the security for the Obligations.

4. In case of occurrence of any of the following events, Debtor shall be in default:

(a) Failure or neglect to comply with any of the terms, provisions, warranties and covenants of this Security Agreement.

(b) Failure to pay any of the Obligations when due at any original or renewed or extended maturity.

(c) If the Collateral or any part thereof ceases to be personal property at the Closing of this transaction.

(d) If any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor shall be or prove to have been false when made or furnished.

(e) Any loss or theft or any substantial damage or destruction of any substantial part of the Collateral which is not repaired or replaced promptly, or any encumbrance to or of any of the Collateral which is not released within thirty (30) days, or the voluntary or involuntary transfer of any of the Collateral by way of sale (unless replaced), creation of a security interest, attachment, levy garnishment or other judicial process.

(f) Dissolution, termination or existence, insolvency, business failure, assignment for the benefit of creditors of or by, or the commencement of any proceeding under any bankruptcy or insolvency law or laws for the relief of debtors by or against, Debtor or any

Jm 12/12/91

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guarantor or surety for Debtor, or the appointment of a receiver, trustee, court appointee, or otherwise, for any part of the property of any one of them.

(g) The issuance by the Federal Communications Commission of a hearing order looking toward possible revocation or nonrenewal of Station's license based on other than solely comparative grounds which are attributable to the filing of a competing application.

5. If at any time or from time to time thereafter, there shall occur an event of default which shall continue for a period of thirty (30) days following the giving of notice to Debtor by Secured Party, the Secured Party may at its option and without further notice or demand declare any one or more or all of the Obligations immediately due and payable, and shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. The Secured Party will give the Debtor reasonable notice of time and place of any sale of the Collateral (which sale shall be commercially reasonable) or of the time after which intended disposition is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the Debtor at the address given herein at least thirty (30) days before the time of sale or other disposition.

6. In the event of a sale of the Collateral as provided for hereinabove, Debtor will without compensation cooperate with the purchaser of the Collateral in promptly preparing, filing and diligently prosecuting all necessary applications before the Federal

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Communications Commission for the assignment of the license of Station WKZF(FM), Bayboro, North Carolina to the purchaser of the Collateral. In the case of Debtor's non-performance or breach of the agreement contained in this Paragraph 11, Debtor shall be subject to the decree of specific performance in addition to a judgment for money damages.

7. No default shall be waived by Secured Party except in writing and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to its benefit or that of its assigns; and all Obligations of Debtor shall bind legal representatives and successors.

8. When all Obligations secured hereby have been paid in full, this Security Agreement shall terminate and Secured Party shall execute such instruments as may be necessary to secure the release of this Security Agreement.

9. Any notices or other communications to Debtor or Secured Party shall be sent by certified mail to their respective addresses set forth below.

Secured Party: John H. Wiggins, Jr.
Station WWFN
1513 Heritage Lane
Florence, South Carolina 29505

Debtor: Jay Meisenhelder
23556 High Meadow Drive
Novi, Michigan 48375

10. All rights of Secured Party hereunder shall be cumulative with any other forms of security heretofore or hereafter

for 12/12/91

8.

given to Secured Party in connection with the Agreement. Secured Party shall not be obligated to proceed against any other form of security prior to exercising its rights under this agreement.

IN WITNESS WHEREOF, Atlantic Broadcasting, Inc. has caused this Security Agreement to be executed by its President this ____ day of _____, 19__.

ATTEST:

ATLANTIC BROADCASTING, INC.

_____, Secretary

By _____
John H. Wiggins, President

[CORPORATE SEAL]

IN WITNESS WHEREOF, _____ has caused this Security Agreement to be executed by its President this ____ day of _____, 19__.

ATTEST:

_____, Secretary

By _____
Jay Meisenhelder

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Exhibit L

STOCK PLEDGE AGREEMENT

STOCK PLEDGE AGREEMENT

THIS STOCK PLEDGE AGREEMENT, is made this _____ day of _____, 1991, by and between Jay Meisenhelder of Novi, Michigan and _____ (the "Pledgors"); Atlantic Broadcasting, Inc. (the "Creditors"); and Dennis F. Begley, Esquire, an attorney with offices in Washington, D.C. (the "Pledge Holder").

W I T N E S S E T H

WHEREAS, the Pledgor is the owner of all of the issued and outstanding stock of _____, which is lawfully indebted to Creditor in the principal sum of One Hundred Forty Thousand Dollars (\$140,000.00) pursuant to a Contract for Sale ("Asset Agreement") and associated promissory notes dated _____, 1991; and have assumed notes in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) to Spartan Broadcasting, Inc. and in the amounts of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) to Ronald Latimer of which creditors are the maker (the "Notes");

WHEREAS, in order to collateralize the Asset Agreement, the Pledgor has agreed to deliver to the Pledge Holder _____ shares of the common voting stock of _____ representing all of the issued and outstanding stock of the company, upon the terms and conditions hereinafter set forth; and

WHEREAS, the Pledge Holder has agreed to act as such upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed as follows:

John 12/12/91

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1. Simultaneously with the execution of this Stock Pledge Agreement, Pledgor has deposited with the Pledge Holder, endorsed in blank, Certificate No. _____, representing ____ shares of the common stock of _____, endorsed in blank.

2. Said stock shall remain registered in the Pledgors' name and Pledgors shall retain all rights of ownership in such stock, including the right to vote the same, unless there is a default hereunder, as defined in paragraph 12 below, and the Pledge Holder is given notice of such default as prescribed in paragraph 3 below.

3. Should the Pledgor be in default on the Note and the Creditor desires that the stock held under this Stock Pledge Agreement be sold to satisfy the payment obligation represented by the Note, the Creditor shall so notify the Pledge Holder in writing and the Pledge Holder shall, in turn, so advise the Pledgor by written notice as hereinafter provided. If such default shall not have been cured within thirty (30) business days after receipt of such notice, the Pledge Holder shall proceed immediately to advertise for sale the stock held hereunder.

4. Such sale shall be a public sale and shall take place at the offices of Reddy, Begley & Martin, 2033 M Street, N.W., Suite 500, Washington, D.C. The Pledge Holder shall sell at such sale all of the shares of stock held hereunder. After deductions for (a) the expenses of the sale (including a reasonable commission and reasonable attorneys' fees) and (b) the entire remaining balance of principal and interest due on the Note, any remaining proceeds shall be delivered to

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the Pledgor. The stock shall be sold to the highest bidder for cash. The Pledgor and the Creditor shall be entitled to bid for the stock at such sale. To the extent necessary, consummation of the sale shall be conditioned upon the prior approval of the Federal Communications Commission.

5. Prior to such sale, the Pledge Holder shall give the Pledgor at least ten (10) days' written notice of the time and place of such sale. Such notice shall be in addition to the notice provided in paragraph 3 hereof. The Pledge Holder also shall publish notice of the sale at least once in Broadcasting magazine and once in the newspaper with the greatest general circulation in New Bern, North Carolina.

6. The Pledgor hereby agrees that, in the event consummation of such sale requires the prior consent of the Federal Communications Commission, she will cooperate with the Creditor and the Pledge Holder in obtaining such consent and will sign all applications and provide all information necessary to obtain such consent.

7. Upon presentation of evidence that the Note has been paid in full, the Pledge Holder shall return the pledged stock to the Pledgor.

8. The Pledgor covenants and agrees that, so long as the Note shall remain unpaid, the Pledgor shall not authorize or issue any further shares of stock of _____, unless the prior written consent of the Creditors is obtained and certificates representing the newly issued shares are immediately

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delivered to the Pledge Holder, endorsed in blank and free of all liens and encumbrances, to be held as further security for payment of the Note according to all of the terms and conditions hereof.

9. The Pledgor further covenants and agrees that so long as the Note shall remain unpaid:

(a) Pledgor shall take no action to cause _____ to be dissolved or liquidated, but shall at all times take such action as is necessary to maintain its corporate status in good standing.

(b) The Pledgor will cause _____ to comply with, and perform all of its obligations under any of the rules and regulations of the Federal Communications Commission applicable to its operation of Station WKZF(FM), Bayboro, North Carolina (the "Station").

(c) The Pledgors will cause _____ to pay any final judgment entered against _____ within thirty (30) days from the date of the entry of said judgment unless said judgment is otherwise discharged or execution thereof stayed.

10. The Pledgors shall not assign the Notes to a third party without the prior written consent of the Creditors, provided, however, that any such consent shall not be unreasonably withheld. Further, no such assignment shall operate to relieve the Pledgor from primary liability under the Notes. In addition, if such consent to assign is given by the Creditors, then such assignment must be mae subject to the provisions of this Stock Pledge Agreement.

5.

11. The Pledgors hereby deposit with the Pledge Holder the undated resignations of all of the individuals constituting the officers and directors of _____, which resignations, however, are not to be used or acted upon except in the event of the sale of the stock as provided in paragraph 4 hereof. Following every meeting of the stockholders or directors of _____ at which new directors or officers are elected, the resignations of the new directors and officers shall immediately be deposited with the Pledge Holder to be held for the purposes herein set forth.

12. In the event _____ fails to timely meet any payment obligations under either of the Notes, and the Pledgors are notified of such failure by the Creditors, but _____ still has not met such obligation within ten (10) business days after such notice is given; or if it voluntarily files a petition in bankruptcy; or institutes insolvency or reorganization proceedings in any state or federal court; or is adjudicated as bankrupt or insolvent in any state or federal court; or any property of _____ shall have been sequestered by court decree and such decree shall have continued undischarged or unstayed, by virtue of bond or otherwise, for ten (10) days after the entry thereof; or in the event that _____ shall consent to the filing of any bankruptcy petition against it; or make an assignment of the benefit of its creditors; or admit in writing its inability to pay its debts generally as they become due; or shall consent to the appointment of

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a receiver or trustee of all or any part of its property;
_____ shall be deemed to be in default of
its obligations under this Agreement and the Notes and the Creditors
may immediately elect to declare the full amount then unpaid on the
Notes with interest thereon forthwith due and payable, and may give
notice to the Pledge Holder directing him to sell the pledged stock.

13. All notices required to be permitted to be given
hereunder shall be deemed given when deposited in the United States
mail, postage prepaid, via registered or certified mail and addressed:

If to Pledgor:	Jay Meisenhelder 23556 High Meadow Drive Novi, Michigan 48375
If to Creditor:	John H. Wiggins Station WWFN 1513 Heritage Lane Florence, South Carolina 29505
If the Pledge Holder:	Dennis F. Begley, Esquire Reddy, Begley & Martin 2033 M Street, N.W., Suite 500 Washington, D.C. 20036

14. Nothing contained in this Agreement shall constitute or
be deemed to be restriction or prohibition so as to affect, postpone,
impede, delay or prevent the Creditors from enforcing any rights in
any other agreement, including, but not limited to, the Asset
Agreement, the Notes or the personal guarantees of the Notes.
Creditors' remedies under this Agreement and all such other documents
are cumulative and not exclusive. The validity and enforceability of
this Agreement and the obligations of the undersigned hereunder shall
not be terminated, affected or impaired by reason of any action which

mu 12/12/91

the Creditors may take or fail to take against the Pledgors or by reason of waiver of, or failure to enforce any of the rights or remedies reserved to the Creditors may take or fail to take against the Pledgors or by reason of any action which the Creditors may take or fail to take against the Pledgors or by reason of any waiver of, or failure to enforce any of the rights or remedies reserved to the Creditors in any documents; and failure by them to exercise any right hereunder, or under any such other document, shall not be deemed a waiver of such right.

15. It is understood that the Pledge Holder shall have no duties other than those expressly imposed upon him herein, and that he shall not be liable for any act which he may do or omit to do while acting in good faith and in the exercise of his judgment; and any act done or omitted by the Pledge Holder, pursuant to the advice of his attorneys, shall be conclusively deemed to have been done or omitted in good faith.

16. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and all of their successors and assigns.

17. This Agreement may be altered, amended, modified or revoked by writing only, signed by all the parties hereto or their successors in interest.

IN WITNESS WHEREOF, The parties have caused these presents to be signed by their respective representatives duly authorized, all as the day and year first above written.

/s/ 12/12/9,

8.

PLEDGORS:

Jay Meisenhelder

CREDITORS:

ATLANTIC BROADCASTING, INC.

By _____
John H. Wiggins, President

PLEDGE HOLDER:

Dennis F. Begley

Jan 12/12/4,

OTHER BROADCAST INTERESTS

John H. Wiggins, President, a Director and 100% stockholder of Atlantic Broadcasting, Inc., licensee of Station WKZF(FM), Bayboro, North Carolina is also (a) a General Partner (75% equity holder) of Wiggins Broadcasting, licensee of Station WWFN(FM), Lake City, South Carolina; (b) President, Director and 100% stockholder of Queen City Broadcasting System, Inc., licensee of Stations WULF(AM) and WKXH-FM, Alma, Georgia;¹ and (c) Secretary, Treasurer, Director and 49% stockholder of Hickman County Broadcasting, Inc., licensee of Stations WHLP and WHLP-FM, Centerville, Tennessee. He is also President, Director and 100% stockholder of South Central Broadcasting, Inc., proposed assignee of Station KDXR(FM), Borger, Texas (filed December 12, 1991).

Peggy Ann Wiggins, the mother of John H. Wiggins, is a General Partner (25% equity holder) of Wiggins Broadcasting, supra.

Joyce L. Wiggins, the wife of John H. Wiggins, is Secretary, Treasurer and a Director of Atlanta Broadcasting, Inc., supra.

¹ An application to assign the license of Stations WULF and WKXH(FM) to a corporation in which Mr. Wiggins will have no interest is being filed concurrently herewith.

Section I**GENERAL INFORMATION****Part II — Assignee**

1. Name of Assignee Carolina Community Broadcasting, Inc.

Street Address (or other identification)

City

c/o Mr. Clint Routson, Ward & Smith

1001 College Court New Bern N.C.

State

Zip Code

Telephone No.

N.C.

28562

(Include area code)
919-633-1000

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. _____

Section II**ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Assignee is:

☐ an individual☐ a general partnership☐ a limited partnership☒ a corporation☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. _____ the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ ☐

- (b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☒ ☒

If Yes, provide particulars as Exhibit No. _____

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
Jay Meisenhelder 23556 High Meadow Drive Novi, MI 48375	President/Director	x		65% (O/VS)
Daniel P. Brown 2210 Idylridge Drive Winter Haven, FL 33880	Shareholder		x	15.5% (O/VS)
George T. Meisenhelder 835 Lincoln Avenue Connersville, IN 47331	Shareholder		x	11.7% (O/VS)
Ross H. Fleischman P. O. Box 22183 Tampa, FL 33622	Shareholder		x	7.8% (O/VS)

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I (cont'd)

PARTIES TO APPLICATIONS

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I (cont'd)

PARTIES TO APPLICATIONS

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
		(c)		
(a)	(b)	(c)		(d)

ASSIGNEE'S LEGAL QUALIFICATIONS

YES NO

5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? ☐ YES ☒ NO
- (c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? ☐ YES ☒ NO

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. _____, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

6. Does the applicant or any party to this application have any interest in or connection with the following?

- (a) an AM, FM or TV broadcast station? ☒ YES ☐ NO
- (b) a broadcast application pending before the FCC? ☐ YES ☒ NO

7. Has the applicant or any party to this application had any interest in or connection with the following:

- (a) an application which has been dismissed with prejudice by the Commission? ☐ YES ☒ NO
- (b) an application which has been denied by the Commission? ☐ YES ☒ NO
- (c) a broadcast station, the license which has been revoked? ☐ YES ☒ NO
- (d) an application in any Commission proceeding which left unresolved character issues against the applicant? ☐ YES ☒ NO
- (e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. 1, the following information: ☐ YES ☐ NO

- (i) Name of party having such interest;
- (ii) Nature of interest or connection, giving dates;
- (iii) Call letters of stations or file number of application, or docket number;
- (iv) Location.

8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? ☒ YES ☐ NO
- (b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application? ☐ YES ☒ NO

If the answer to (a) or (b) above is Yes, attach as Exhibit No. 2, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.